

1 ***to be produced for the yellow pages.*** Without any verification whatsoever, a customer's  
2 free yellow page listing is, if you will, left virtually naked. Its accuracy is left to chance.  
3 And our data shows that chance produces errors. So Cavalier has no way to verify, for  
4 instance, that a customer's white page listing has flowed through to its free Yellow Pages  
5 listing. Also, the LVR only summarizes white page listings, not yellow page listings.  
6 This is an obvious hole in the system. In the 2002 Richmond directory alone, we found  
7 twelve errors between a business's white page listing and its corresponding yellow page  
8 listings. This type of error also occurred in the 2003 directory.

9 Another related problem is that Verizon dictates that our customers cannot change  
10 the location, or heading code, of their yellow page listings unless they make their requests  
11 directly to Verizon. This is another example of Verizon exercising control over our  
12 customers, which strikes me as unfair interference with our customer base.

13 **Q. And have there also been instances where a business listing appears in the**  
14 **yellow pages, but not in the white pages?**

15 A. Yes, because, again, Verizon provides us no way of verifying yellow page  
16 listings. We have discovered cases where our customers have complained to Cavalier  
17 that they did not want a particular number to be listed anywhere. Those listings had not  
18 appeared on our LVR and, therefore, were thought to be as the customers wanted. The  
19 listings, however, showed up in the yellow pages. Verizon provides us no way to identify  
20 those listing problems.

21 **Q. This sounds like a significant flaw in the Directory OSS process.**

22 A. It is. We are at Verizon's mercy to produce an accurate listing in the yellow  
23 pages. It is totally out of Cavalier's control.

1 **Q. What is the relationship between control over the process and responsibility**  
2 **for errors?**

3 **A.** If Verizon insists on retaining that control over directory listings, it only makes  
4 sense that Verizon must be held accountable for the problems that result. This basic  
5 concept — matching *accountability* for errors with the entity that retains *control* over the  
6 process — underlies Cavalier's specific proposals on this topic. Verizon can keep control  
7 of the process, but then take real responsibility, in the form of liquidated damages  
8 payments, when it makes mistakes; or it can give Cavalier real control over the process,  
9 and let Cavalier live with the financial consequences of any errors it might make. What  
10 doesn't make sense is Verizon's current stance, under which it retains control over the  
11 process but then, in effect, denies responsibility for the errors it causes and passes on the  
12 responsibility of reviewing the Local Service Confirmation, Billing Completion  
13 Notifications and then the Listing Verification Reports (LVR) should errors occur. And  
14 if a Verizon error winds up in the Directory and affects a Cavalier customer, too bad.

15 **Q. Based upon your analysis, between the point where Cavalier submits its**  
16 **Directory listing to Verizon and the LVR returns to Cavalier, can the listing fall out**  
17 **or be installed inaccurately by Verizon?**

18 **A.** Yes. Cavalier does all that it can using the tools available, and still errors occur  
19 on the Verizon side.

20 **Q. Why do you think that listings fall out of the Verizon OSS process?**

21 **A.** We do not know for sure. We do know that the Verizon OSS process for  
22 Directory listings involves multiple manual entry steps, which we have been told has  
23 contributed to the problem. We have also found cases where our request went through

1 via “flow through” and, although was not handled manually, nonetheless resulted in  
2 errors occurring.

3 **Q. Have Cavalier’s Directory problems gone away over the last year?**

4 **A.** No, they have not. We are hearing numerous complaints from customers whose  
5 listings are not correct in the most recent South Hampton Roads and Richmond  
6 directories. The overwhelming majority of these errors occurred at a point after  
7 Cavalier’s submission of the Local Service Request to Verizon.

8 **Q. What kinds of businesses are affected by these problems?**

9 **A.** The business customers who have suffered include doctors, dentists, construction  
10 companies, accountants, consultants, mortgage banks, insurance companies, pet  
11 grooming businesses, and restaurants, among others. Basically, they were just the kinds  
12 of businesses you’d expect to rely heavily on their Directory listings. And as you’d also  
13 expect, they have blamed Cavalier for the foul-ups. At least two of those business  
14 customers terminated their service with Cavalier, specifically due to Verizon’s failure to  
15 list them in the phone book.

16 **Q. Have you had a chance to review Verizon’s proposed language relating to**  
17 **Directory listings for Cavalier’s customers?**

18 **A.** Yes, I have reviewed that language.

19 **Q. Is Verizon’s proposed language adequate to satisfy Cavalier’s customer care**  
20 **needs as they relate to Directory listings?**

21 **A.** No.

22 **Q. Why do you say that?**

1    **A.**     In a nutshell, Verizon's proposal would not ensure any real, institutionalized fix to  
2    the problems we and our customers have experienced with the white page and yellow  
3    page listings. Cavalier wastes considerable time chasing down incomplete and inaccurate  
4    information from Verizon. There has been a history of a general lack of system access to  
5    critical customer service affecting information, and a general lack of responsiveness of  
6    Verizon to Cavalier customer concerns.

7    **Q.**     **Has Verizon ever offered to make amends for the Directory errors described**  
8    **above?**

9    **A.**     Not to my knowledge. They have shown a very apathetic stance toward our  
10   customers' directory errors.

11   **Q.**     **Has Verizon offered to help defray Cavalier's cost for fixing those errors?**

12   **A.**     No, not to my knowledge.

13   **Q.**     **Have you seen Cavalier's proposed language relating to directory listings?**

14   **A.**     Yes, I have.

15   **Q.**     **Do you have an opinion about it?**

16   **A.**     Yes. The Commission should adopt it. Cavalier's proposed language clearly  
17   spells out that the party that takes on the responsibility to manage and publish the  
18   directory listings of retail customers will be accountable and responsible, in a meaningful  
19   way, for any errors and omissions that result through no fault of Cavalier.

20   **Q.**     **Does that complete your testimony?**

21   **A.**     Yes. However, I have to say that Verizon has never really presented an  
22   affirmative explanation of either why its preferred approach to these directory issues  
23   makes sense, or identified any real problems with Cavalier's proposals. I am concerned

1    that such explanations may be forthcoming for the first time in Verizon's direct  
2    testimony. Cavalier may therefore find it necessary to request the right to file rebuttal  
3    testimony, depending on what Verizon files.

1 Declaration of [name]

2 Todd Hilder

3 I declare under penalty of perjury that I have reviewed the foregoing testimony and that  
4 those sections as to which I testified are true and correct to the best of my knowledge.

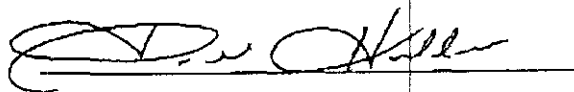
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6 Executed this 22nd day of September, 2003.

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[name]

**Before the  
Federal Communications Commission  
Washington, D.C. 20554**

In the Matter of	)	
	)	
Petition of Cavalier Telephone, LLC	)	WC Docket No. 02-359
Pursuant to Section 252(e)(5) of the	)	
Communications Act for Preemption	)	
of the Jurisdiction of the Virginia State	)	
Corporation Commission Regarding	)	
Interconnection Disputes with Verizon	)	
Virginia, Inc. and for Arbitration	)	

**TESTIMONY OF JEFF FERRIO  
ON BEHALF OF CAVALIER TELEPHONE, LLC**

**CAVALIER EXHIBIT \_\_\_\_**

September 23, 2003

1   **Q. Please state your name, title, and responsibilities.**

2   A. My name is Jeff Ferrio. I am the Director of Switching Operations for Cavalier  
3   Telephone. My business address is 2134 W. Laburnum Avenue, Richmond, Virginia. In  
4   this capacity, I have responsibility for directing activities associated with order entry and  
5   switch translations. My prior work experience was with Net 2000, a company acquired  
6   by Cavalier in early 2002.

7   **Q. Tell me about Winbacks. What is a “Winback”?**

8   A. The term “winback” was invented by Verizon, or at least came to Cavalier from  
9   Verizon. So, I am using that term here, and in the proposed contract language, to relate  
10   to a process Verizon has coined and controlled. Verizon uses the term “winback” to  
11   describe a process where they “win” a customer “back” that had switched to Cavalier or  
12   another CLEC. We have just adopted the term here, so that our interpretation is in sync  
13   with Verizon’s. The term simply refers to Verizon “winning back” a prior customer. For  
14   a Winback, the customer cancels service with Cavalier and returns to Verizon.

15   **Q. Would you please describe how this process is initiated?**

16   A. Verizon submits a local service request (LSR) to Cavalier via fax or email. The LSR  
17   is virtually identical to the LSR that Cavalier submits to Verizon when performing the  
18   same tasks of porting a Verizon customer. Cavalier receives the service order from  
19   Verizon. Cavalier personnel then review it for completeness and accuracy. Cavalier  
20   ensures that the service order contains accurate customer name, address and phone  
21   number information. If Cavalier determines the order is complete and accurate, Cavalier  
22   sends a firm order confirmation (FOC) back to Verizon. If Cavalier determines the order  
23   is incomplete or inaccurate, Cavalier “queries” the order back to Verizon for correction.



1 Cavalier then waits for Verizon's response. Upon receipt from Verizon of the re-  
2 submitted order, Cavalier repeats the process. Cavalier must review the associated  
3 corrections, and a new requested due date. For winback orders, Cavalier employs the  
4 same practices as Verizon's own business rules for FOC date response times, and thus  
5 advises Verizon to expect a response time of 3 business days for Cavalier to send the  
6 FOC.

7 **Q. For a winback order, once an order is confirmed, what work functions does**  
8 **Cavalier then perform?**

9 A. Cavalier must next perform a variety of task to return the service back to Verizon.  
10 The process begins with Verizon issuing a service order to Cavalier. That service order  
11 must be logged by Cavalier and input into its internal "OSS" system, in order for the  
12 service to be disconnected and transferred back to Verizon properly. The actual transfer  
13 requires that Cavalier set a date and time for the transfer, provide confirmation to  
14 Verizon, remove all switch translations, and then set up the number for porting back to  
15 Verizon.

16 **Q. How do these work functions compare to the situation where Cavalier in effect**  
17 **"wins" a Verizon customer.**

18 A. When Cavalier "wins" a customer, in most instances it purchases a UNE-Loop, and  
19 ports the customer's number. To do this Cavalier initiates a service order, Verizon then  
20 provides confirmation of that order, schedules for the switch translations to be  
21 deactivated, arranges for a cross-connection, and finally ports the number. With the  
22 exception of the arrangement for a cross-connection, the functions that Cavalier performs

1 for Verizon are virtually identical to the functions that Verizon performs for Cavalier.

2 The below chart provides a comparison:

3

<u>Function</u>	<u>UNE Loop</u>	<u>Winback</u>
Initiate Service Order	Yes	Yes
Provide CRS upon request	Yes	Yes
Service Order Confirmation	Yes	Yes
Delete Switch Translations	Yes	Yes
Install intercept as applicable	Yes	Yes
Jump wire from Frame to Collo	Yes	<b>No</b>
Update SOA	Yes	Yes
Coordinate LNP	Yes	Yes
Test/Trouble Shoot	Yes	Yes
Expedite	Yes	Yes

4

5

6 Cavalier is proposing contract language in Section 11.17.1 that would compensate

7 Cavalier for the functions performed at Verizon winback request.

8 **Q. What specific charges does Cavalier intend to impose?**

9 A. Cavalier proposes simply to charge Verizon what Verizon charges Cavalier. For the

10 installation of a UNE, Verizon charges Cavalier a service order charge of \$10.81 and an

11 installation charge of \$2.88 for a total of \$13.69. The specific charges are further

12 addressed by Mr. Clift in his testimony. My testimony only addresses the similarities of

13 the work functions performed by Cavalier as it process orders to return customers back to

14 Verizon.

15 **Q. Does this conclude your testimony on this issue?**

16 A. Yes.

1                                   **Declaration of Jeff Ferrio**

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3           I declare under penalty of perjury that I have reviewed the foregoing testimony and that  
4 those sections as to which I testified are true and correct to the best of my knowledge.

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6 Executed this 23<sup>rd</sup> day of September, 2003.

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\_\_\_\_\_  
Jeff Ferrio